

Certificate of Notice Page 1 of 4  
United States Bankruptcy Court  
Eastern District of PennsylvaniaIn re:  
Frances Aponte  
Leon J. Aponte  
DebtorsCase No. 16-10202-elf  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2

User: dlv  
Form ID: pdf900Page 1 of 1  
Total Noticed: 2

Date Rcvd: Dec 11, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 13, 2019.

db/jdb Frances Aponte, Leon J. Aponte, 1828 W Ritner St, Philadelphia, PA 19145-3720  
cr +Wells Fargo Bank, N.A., PO Box 10438, Des Moines, IA 50306-0438Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE.

TOTAL: 0

## \*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Dec 13, 2019

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 11, 2019 at the address(es) listed below:

ANDREW F GORNALL on behalf of Creditor M&T Bank agornall@kmllawgroup.com,  
bkgroup@kmllawgroup.com

BRIAN CRAIG NICHOLAS on behalf of Creditor M&T Bank bnicholas@kmllawgroup.com,  
bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com

REX J. ROLDAN on behalf of Debtor Frances Aponte Roldanlaw@comcast.net, Roldanlaw1@gmail.com

REX J. ROLDAN on behalf of Joint Debtor Leon J. Aponte Roldanlaw@comcast.net,  
Roldanlaw1@gmail.com

THOMAS I. PULEO on behalf of Creditor M&T Bank tpuleo@kmllawgroup.com,  
bkgroup@kmllawgroup.com

TRANG V TRUONG on behalf of Creditor Wells Fargo Bank, N.A. trangtruong@wellsfargo.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 9

Stip does not directly  
affect confirmed plan

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Frances Aponte aka Frances LaMacchia Leon J. Aponte	<u>Debtors</u>	CHAPTER 13
M&T Bank	<u>Movant</u>	NO. 16-10202 ELF
vs.		
Frances Aponte aka Frances LaMacchia Leon J. Aponte	<u>Debtors</u>	11 U.S.C. Section 362
William C. Miller Esq.	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,031.00**, which breaks down as follows;

**Fees & Costs Relating to Motion: \$1,031.00**

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on December 1, 2019 and continuing through May 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,269.67** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$171.84 from December 2019 to April 2020 and \$171.80 for May 2020** towards the arrearages on or before the last day of each month at the address below;

M&T BANK  
ATTN: PAYMENT PROCESSING  
P.O. BOX 1288  
BUFFALO, NY 14240-1288

- b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

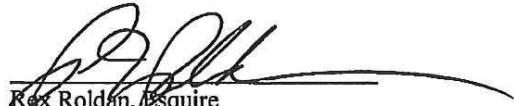
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

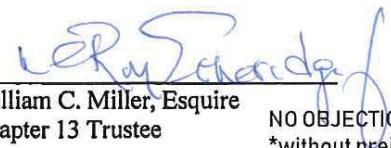
Date: November 19, 2019

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: 10/21/2019

  
Rex Roldan, Esquire  
Attorney for Debtors

Date: 12/4/19

  
William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights and remedies.

**O R D E R**

Approved by the Court this 10th day of December, 2019. However, the court  
retains discretion regarding entry of any further order.



\_\_\_\_\_  
Bankruptcy Judge  
Eric L. Frank